

removed as and when aforesaid, Licensee shall indemnify Licensor against loss or liability resulting from the delay by Licensee in so removing its Equipment or trade fixtures including, without limitation, the claims made by any succeeding licensee founded on such delay.

SECTION 15. SURRENDER OF LICENSEE'S BUILDING

Upon expiration or termination of this License for any reason, as provided under the terms of this License, Licensee's Building reverts to the sole ownership of Licensor, if such Building is a permanent structure; i.e., concrete, brick, cinderblock, etc., and assuming that the structure is desired by Licensor to be left by Licensee. If its existence is not desired, then it shall be removed at the sole cost of Licensee and the area restored to substantially the same condition just prior to the Licensee's taking possession.

SECTION 16. ACTS OF GOD AND FAILURE OF SERVICE

(a) Licensor shall incur no liability to Licensee for failure to furnish space, as provided herein, or the rendition of any service, if prevented by wars, fires, strikes or labor troubles, accidents, Acts of God, acts by the City, State, Federal and/or other governmental authorities, unavoidable delay or other causes beyond its control, involving the partial or total destruction of the real property, or the Tower, provided that Licensor shall use its best efforts to replace and restore damaged or destroyed elements thereof and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower, Licensor shall at its option, to be promptly exercised, either (a) terminate this License, or (b) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible. During only the period in which Licensor by reason of any such loss or damage shall be unable to furnish space or render any service, the fee payments shall be suspended, but otherwise the covenants and agreements of Licensee under the terms of this License Agreement shall be in full force and effect.

(b) Licensor shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Premises (including the Tower), the interruption in the use hereof or the termination of this License by reason of the destruction thereof. However, if Licensor terminates this License as provided in this Section 16 and within two (2) years from the date of such notice of termination reverses its decision and elects to rebuild the Tower, it shall give Licensee prompt written notice of its decision in the manner provided hereunder for giving notices. The notice shall be accompanied by a set of plans and specifications for the proposed Tower. The Licensee shall have the option for ninety (90) days after receipt of the notice, upon giving written notice to Licensor, to elect to reinstate this License effective upon the construction of the Tower upon all the same terms and provisions contained herein.

(c) Licensor shall proceed promptly with such rebuilding and shall keep Licensee informed of its progress. If Licensor fails to complete the construction within eighteen (18) months from the date of the notice given by Licensee pursuant to sub-paragraph (a), Licensee, at any time thereafter, shall have the option to cancel its decision in which event Licensee shall not be obligated to occupy space on the rebuilt Tower.

SECTION 17. FAILURE TO COMPLY

In the event of the failure of Licensee promptly to perform any of the covenants, terms or conditions of this License, Licensor may go upon the Premises, upon prior written notice, and perform such covenants, terms and conditions with the cost thereof, at the sole option of Licensor, to be charged to Licensee as additional and delinquent license fees.

SECTION 18.

DEFAULT, SURRENDER, ETC.

(a) If any one of the following events (each of which is herein sometimes called an "event of default") shall happen:

(i) If default shall be made by Licensee in the due and punctual payment of any fees or any sums required to be paid by it under this License when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after notice thereof from Licensor to Licensee;

(ii) If default shall be made by Licensee in the performance of or in compliance with any of the other material covenants, agreements, terms or conditions contained in this License on the part of Licensee to perform, and such default shall continue for a period of forty-five (45) days after notice thereof from Licensor to Licensee, provided the Licensee's time to cure such default shall be extended for such additional time as shall be reasonably required for the purpose if Licensee shall proceed with due diligence during such forty-five (45) day period to cure such default and is unable by reason of the nature of the work involved or by unavoidable delays to cure the same within the same forty-five (45) days and if such extension of time shall not subject Licensor to any civil or criminal liability or to any fine or penalty;

(iii) If Licensee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal or state law or regulation, or if any proceeding shall be taken by Licensee, under any relevant bankruptcy act in force in any jurisdiction available to Licensee, or if Licensee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Licensee or of all or any substantial part of its properties or of the Premises, or shall make any general assignment for the benefit of creditors; or

(iv) If a petition shall be filed against Licensee seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state statute, law or regulations, shall remain undismissed for any aggregate of one hundred and twenty (120) days, or if any trustee, receiver or liquidator of Licensee or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Licensee and such appointment shall remain unvacated for any aggregate of one hundred & twenty (120) days;

Then, and in any such event, Licensor at any time thereafter may give notice to Licensee specifying one or more such events of default and stating that this License and the term hereby demised shall terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice and upon the date specified in such notice, this License and the term hereby demised and all rights of Licensee under this License shall terminate.

(b) Upon the expiration of the term or termination in, accordance with any provisions of this License, Licensee shall quit and peaceably surrender the Tower to Licensor in good order and repair, reasonable wear and tear excepted.

(c) At any time or from time to time after such termination, Licensor may relet the Licensee's allotted Tower positions or any part thereof, in the name of Licensor or otherwise, for such term or terms (which may be greater than or lesser than the period which otherwise would have constituted the balance of the term of this License) and upon such conditions as Licensor, in its discretion, may determine and collect and receive the license fees therefor.

(d) Notwithstanding any other provision of the License, no default, nor any action taken by Licensor after default, shall affect the right of any bank having a secured interest in any assets of Licensee to cure the default, unless Licensor has given the bank written notice of the default and the bank has failed to cure the default within twenty (20) days thereof. Notice to the bank shall be sent to the address initially specified by the bank or any subsequent address given to Licensor in accordance with the notice provisions hereof.

SECTION 19.

CONTINUING OBLIGATION

No termination of this License shall relieve Licensee of its previously accrued liability and obligations under this License and such liability and obligation shall survive any such termination. In the event of any termination, whether or not the Tower or any part thereof shall be relet, Licensee shall pay to Licensor the fees and all other charges required to be paid by Licensee up to the time of such expiration or termination of this License, and thereafter Licensee, until the end of what would have been the term of this License, in the absence of such termination, shall be liable to Licensor for, and on ten (10) days notice to Licensee shall pay to Licensor, as and for liquidated and incurred damages for default:

(a) The equivalent of the amount of license fees and any additional fee charges which would have been payable under this License by Licensee if this License had continued in effect, less

(b) The net proceeds of any reletting perfected after deducting all Licensor's necessary expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney fees, alteration costs and expenses of preparing the Facility for such reletting.

SECTION 20.

WAIVER

No failure by Licensor to insist upon the strict performance of any covenant, agreement, term or condition of this License or to exercise any right or remedy consequent upon a default by Licensee hereunder and no acceptance of full or partial license fees during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, term or condition; provided, however, that in no event shall the failure of Licensee to perform any covenant, agreement, term or condition of this License constitute a default hereunder unless such failure shall continue uncured for the applicable grace period, if any, and provided further, that acceptance by Licensor of any payment of fees shall not be deemed to be a waiver by Licensor of the default in having failed to pay the same except to the extent of the amount of such payment. Other than as stated in the immediately preceding provisos, no covenant, agreement, term or condition of this License to be performed or complied with by Licensee, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by Licensor. No waiver of any default shall otherwise affect or alter this License, but each and every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to any other then existing or subsequent default with respect thereto.

SECTION 21.

MEMORANDUM OF THIS LICENSE

At the request of either party, the parties shall execute, acknowledge and deliver at or after the time of execution of this License Agreement, in as many counterparts as may be requested by such party, a Memorandum of License.

SECTION 22.

MECHANICS LIENS

If any mechanics, laborers or materialmen's lien shall at any time be filed against the Tower or Building as a result of either Licensor or Licensee's occupancy thereof, or which arises out of any

claim asserted against Licensor or Licensee, the party hereto against whom a claim exists giving rise to such lien shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If either party shall fail to cause such lien to be discharged during the period aforesaid, then, in addition to any other right or remedy, either party may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bounding proceedings. Any amount paid by a party (the "Paying Party") and all costs and expenses incurred by the Paying Party in connection with any such mechanics, laborers and materialmen's lien arising out of a claim asserted against the other party (the "Incurring Party") incurred by the Paying Party in connection therewith, together with interest thereon at the rate of ten (10%) percent per annum from the respective dates of Paying Party's making of the payment or incurring of such costs and expenses shall constitute additional amounts payable as fees by the Incurring Party hereunder.

#### SECTION 23.            INDEMNIFICATIONS

Licensee shall indemnify and hold Licensor and its employees, agents, and other tenants, harmless from any and all liability, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Licensor, and shall compensate Licensor for all damages sustained by Licensor, by reason of any of the following, occurring during the term of this License:

(a) Any acts or omissions of Licensee, or any of its agents, employees or contractors, or anyone authorized to act for or on behalf of any of them on or about the Premises, or any part thereof; or

(b) Any failure on the part of Licensee to perform or comply with any of the covenants, agreements, term or conditions contained in this License on its part to be conformed or complied with. Licensor shall give prompt written notice to Licensee of any claim asserted against Licensor which, if sustained, may result in liability to Licensor hereunder; but failure on the part of Licensor to give such notice shall not relieve Licensee from its obligation to indemnify or compensate Licensor as aforesaid except to the extent that Licensor's failure to give such notice results in actual loss or damage to Licensee. In case any action or proceeding is brought against Licensor by reason of any such claim, Licensee, upon written request from Licensor and at Licensee's expense, shall resist or defend such action or proceeding. Licensor will cooperate and assist in the defense of any such action or proceeding if requested to do so by Licensee. Licensor shall not agree to a settlement without Licensee's prior written approval.

Licensor shall pay and discharge and indemnify and save harmless Licensee against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys fees, which may be imposed upon or incurred by or asserted against Licensee, and shall compensate Licensee for all damages sustained by Licensee, by reason of any of the following, occurring during the term of this License:

(a) Any acts or omissions of Licensor, or any of its agents, employees, or contractors or anyone authorized to act for or on behalf of any of them on or about the Premises or any part thereof; or

(b) Any failure on the part of Licensor to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on its part to be conformed or complied with. Licensee shall give prompt written notice to Licensor of any claim asserted against Licensee which, if sustained may result in liability on Licensee hereunder; but failure on the part of Licensee to give such notice shall not relieve Licensor from its obligation to

indemnify or compensate Licensee as aforesaid except to the extent that Licensee's failure to give such notice results in actual loss or damage to Licensors. In case any action or proceeding is brought against Licensee by reason of any such claim, Licensors, upon written request from Licensee and at Licensors' expense, shall resist or defend such action or proceeding. Licensee will cooperate and assist in the defense of any such action or proceeding if requested to do so by Licensors. Licensee shall not agree to a settlement without Licensors' prior written approval.

#### SECTION 24. INSURANCE

(a) Throughout the term of this License, Licensors shall keep the Tower continuously insured against such risks as are customarily insured against by businesses of like size and type. Licensors shall have absolutely no responsibility for damage to any Equipment of Licensee installed on the Tower or in Licensee's Structure (except to the extent arising from gross negligence of the Licensors), and the aforesaid coverage will not cover any such Equipment of Licensee.

(b) Licensee, at Licensee's sole cost and expense, shall insure their Facilities throughout the term of this Agreement against claims of personal injury and property damage, under a policy of general public liability insurance, including contractual liability endorsement, with such limits as may be reasonably requested by Licensors from time to time, but not less than One Million (\$1,000,000) Dollars with respect to bodily injury, death and property damage. Said insurance coverage shall be effected under an enforceable policy issued by an insurer of recognized responsibility licensed to do business in the State of New Jersey. The Policy shall name Licensors as additional insured. Said policy shall also include a provision requiring that the insurer give notice of cancellation to Licensors not less than thirty (30) days prior to such cancellation.

(c) If Licensee provides such insurance in the form of a blanket policy, Licensee shall furnish satisfactory proof to Licensors that such blanket policy complies in all respects with the provisions of this Agreement, and that the coverage thereunder is at least equal to the coverage which would be provided under separate policy covering only the Licensed Premises.

(d) Licensors shall be furnished with a certificate of such insurance coverage before any of Licensee's Equipment is installed on the Tower or on the ground of the Premises and thereafter annually on or before the annual anniversary of this Agreement.

(e) Licensors and Licensee release each other from any other claims, demands, losses or liability each may have against the other which arises as a result of any cause covered by insurance carried by either or under insurance required to be carried pursuant to this Paragraph.

(f) Licensee shall not take out separate insurance concurrent in form or contribution, in the event of loss, required to be furnished by Licensee hereunder, or increase the amount of any then existing insurance by securing an additional policy or additional policies, without including Licensors as insured party.

#### SECTION 25. QUIET ENJOYMENT

Licensors covenants that this License shall be prior in interest to any mortgages or other liens created by Licensors in respect of the Cape May County Premises and/or the Tower and that Licensee on paying the applicable fees and performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this License Agreement for the term hereof and subject to the provisions contained herein.

SECTION 26.                    COUNTERPARTS, BENEFITS AND ALTERATIONS

This License shall be executed in two or more counterparts, and the counterparts shall constitute one and the same instrument. This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns subject to any provisions of this License to the contrary. This License constitutes the entire understanding between the parties hereto and may not be modified, altered, terminated, or discharged orally, but only by an agreement in writing signed by the parties hereto.

SECTION 27.                    GOVERNING LAW

All questions regarding the validity, interpretation, performance and enforcement of the provisions of this License shall be governed by the Laws of the State of New Jersey.

SECTION 28.                    LITIGATION

If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys fees, including payment for in-house counsel's time, fees and other expenses, plus any applicable fees, together with costs incurred including deposition costs and costs for expert witnesses.

SECTION 29.                    NOTICES

Any and all notices, consents, and other communications provided for herein, shall be in writing and shall be deemed sufficiently given if given by registered or certified mail, with return receipt, which shall be addressed, in the case of LICENSOR, to:

LIGHTHOUSE BROADCASTING COMPANY  
P.O. Box 258  
Rio Grande, New Jersey 08242  
ATTN: Paul Schumacher

cc:                    Leonard B. Stevens  
                      TOWER ECONOMICS COMPANY, INC.  
                      2015 Stone Ridge Lane  
                      Villanova, Pennsylvania 19085

and in the case of LICENSEE, to:

ELLIS THOMPSON CORPORATION  
5406 N. Missouri Avenue  
Portland, Oregon 97217  
ATTN: Ellis Thompson, President

With copies to:

AMCELL  
Bayport One, Verona Boulevard, Suite 400  
West Atlantic City, New Jersey 08232  
ATTN: Michael Schwartz

David A. Lokting, Esq.  
STOLL, STOLL, BERNE, FISCHER & LOKTING  
209 S.W. Oak Street  
Portland, Oregon 97204

SECTION 30.                    ENTIRE UNDERSTANDING, MODIFICATIONS, ETC.

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and no modifications of this Agreement shall be binding upon either party unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed in their respective corporate names and their respective corporate seals to be hereto affixed and signed by their duly authorized corporate officers, all as of the day and year first written above.

LIGHTHOUSE BROADCASTING COMPANY  
(LICENSOR)

(SEAL)

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

ELLIS THOMPSON CORPORATION  
(LICENSEE)

(SEAL)

ATTEST: \_\_\_\_\_ By: *Ellis Thompson*  
Ellis Thompson, President

PARTY OF INTEREST:

\_\_\_\_\_  
Leonard B. Stevens, President

APPLICATION FOR SITE OCCUPANCYCOMPANY NAME: ELLIS THOMPSON CORPORATIONCOMPANY ADDRESS: 5406 N. Missouri AvenuePortland, Oregon 97217

PHONE #: \_\_\_\_\_

Please fill in the following Radio Frequency (RF) Information:

TYPE OF SERVICE: \_\_\_\_\_ CALL SIGNS: \_\_\_\_\_

TRANSMISSION LINE(s): \_\_\_\_\_

MAKE OF EQUIPMENT: \_\_\_\_\_ FLOOR FOOTPRINT: \_\_\_\_\_

MODEL NUMBERS: \_\_\_\_\_

SERIAL NUMBERS: \_\_\_\_\_

FCC Type Acceptance # Tx: \_\_\_\_\_

FCC Type Acceptance # Rx: \_\_\_\_\_

TRANSMITTER FREQUENCY: \_\_\_\_\_

TYPE OF MODULATION or OTHER EMISSIONS: \_\_\_\_\_

RECEIVER FREQUENCY: \_\_\_\_\_

RECEIVER I.F. FREQUENCY: \_\_\_\_\_

POWER OUTPUT RATING: \_\_\_\_\_

CLASS OF PA OPERATION (final amplifier): \_\_\_\_\_

TYPE OF ANTENNA &amp; MODEL #: \_\_\_\_\_ SIZE: \_\_\_\_\_

TYPE OF DUPLEXER: \_\_\_\_\_

TYPE OF ISOLATER (if any): \_\_\_\_\_

TYPE OF SECOND HARMONIC FILTER (if any): \_\_\_\_\_

Person or Service Company Responsible for its Operation:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

APPROXIMATE COMMENCEMENT DATE: \_\_\_\_\_

  
Initial\_\_\_\_\_  
Initial



EQUIPMENT ON TOWER

1) ANTENNAS:

2) TRANSMISSION LINES:

It is specifically understood that Equipment to be installed under this License is limited to that which is designated above.

  
Initial

Initial

PLACEMENT OF EQUIPMENT ON TOWER

1) ANTENNAS:

It is understood that Licensee may install its antenna system at the highest position available on the tower as of the date this License Agreement is executed by Licensee.

2) TRANSMISSION LINES

It is specifically understood that Equipment to be installed under this License is limited to the positions designated above.

  
Initial

Initial

EXHIBIT "C".

ARCHITECTURAL DRAWING(S) OF BUILDING TO BE ERECTED BY LICENSEE  
ON LICENSOR'S PROPERTY ... AS APPROVED BY LICENSOR.

It is specifically understood that the structure to be erected  
under this License is limited to that which is designated  
above.

  
Initial

Initial

EXHIBIT "D"

PLOT PLAN DEPICTING POSITION, SIZE, ETC., OF NEW BUILDING TO BE  
ERECTED BY LICENSEE ON LICENSOR'S PROPERTY ... AS APPROVED BY  
LICENSOR.

It is specifically understood that the structure to be erected  
under this License is limited to the positioning designated  
above.

  
Initial

Initial

LICENSE FEE SCHEDULEA) EQUIPMENT MOUNTED ON TOWER

Minimum License Fee \$800 per Month

Above fee includes up to two antennas and two transmission lines, each not to exceed 1-5/8" in diameter.

Each additional, but similar, antenna/transmission line,  
either Tx/Rx/or combination \$300 per Month

Any transmission line which feeds multiple antennas will be deemed, for purposes of this Exhibit, to have a fee level equal to the number of antennas fed; i.e., License Fee will be charged for the greater of:

- a) Number of Antennas.
- b) Number of Transmission Lines.

In the event Licensor and/or Licensee exercise the option for five years' renewal commencing January 1, 1998, as set forth in Article 13 of Licensor's Lease Agreement with Wildwood Canadian dated November 30, 1987, above License Fees will increase by a factor of 25% over total Fees then paid for the calendar year 1997.

B) TRANSMISSION BUILDING FACILITIES

Subject to approval of Licensor's Lessor (owner of subject land on which tower has been constructed), Licensor grants to Licensee the right to erect a Transmission Structure on land adjacent to the Tower. This Tower License Agreement is automatically terminated if Licensor's Lessor does not grant such approval within four weeks of the date of Licensee's signature, unless extended by mutual consent of the parties.

Such Structure will be for Licensee's exclusive use and may not exceed overall outside dimensions of 300 square feet. Licensee will be responsible for all (100%) of the costs of such construction including but not limited to all permits required by any and all regulating authorities, fencing and any other security devices. Drawings and plans for such Transmission Structure must be approved in advance by Licensor and Licensor's Lessor. Such approval may not unreasonably be withheld or delayed.

As part of this Agreement, Licensee will pay to Licensor an additional License Fee of \$300 per month for land use.

C) ESCALATION (Tower and Transmission Building Facilities)

Notwithstanding the provisions of Section 8 (Additional Fee), BASE LICENSE FEE will be increased in accordance with the following formula:

At the beginning of each calendar year, commencing 1990,  
Base License Fee will be increased by an amount equal to  
the greater of:

- a) 5%
- b) The Consumer Price Index for urban wage earners and clerical workers for the Delaware Valley Area, published by the Bureau of Labor Statistics of the United States Department of Labor (1967=100) recorded as of January 1 of the preceding year.

D) MICROWAVE ANTENNA FEE SCHEDULE (not interchangeable with vertical-type antennas)

\$100 per diameter foot, per month

E) INITIAL CHARGES, RE: ELECTRICAL INSTALLATION

Licensee shall be responsible for all (100%) of the expenses incurred to provide requisite power for operation of Licensee's facilities. Such costs include, but are not necessarily limited to, New Jersey Power & Light, and the Electrical Contractor. This represents total costs of bringing power as specified to Licensee's Transmission Building.

  
Initial

Initial

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

LAWYERS

GARY M. BERNE  
TIMOTHY W. HELTZEL  
STEVE D. LARSON  
DAVID A. LOKTING  
ROBERT A. SHLACHTER  
N. ROBERT STOLL

\*ALSO MEMBER OF CALIFORNIA BAR  
\*ALSO MEMBER OF WASHINGTON BAR

VIA MESSENGER

TIMOTHY S. DEJONG\*  
ALLEN FIELD  
ALISON K. GREENE\*  
PHILIP S. GRIFFIN\*  
KEITH A. KETTERLING  
SANDRA L. KOHN  
ROXANNE A. LEIDHOLDT  
DAVID C. REES

February 10, 1995

Ray Dombrowski  
Comcast Cellular Communications, Inc.  
480 East Swedesford Road  
Wayne, Pennsylvania 19087-1867

Re: Ellis Thompson Corporation/Atlantic City

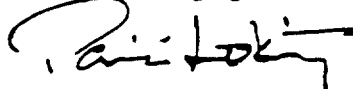
Dear Ray:

I have enclosed the lease documents for the Port Republic/Blakes Lane site and the Mentzer/Seaville site. I have retained one copy of both agreements.

For your future reference, it would be simpler if you would send all original documents to be signed by Mr. Thompson to my office. In addition, these documents refer to the lessee as "Ellis Thompson Corporation," an Oregon corporation, dba Comcast Metrophone." Comcast Metrophone is not an assumed business name of Ellis Thompson Corporation. As you know, Comcast merely provides management services to Ellis Thompson Corporation and should not be referenced in any way as a party to the agreements. I am sure this is just an oversight. We have noted the deletion.

In addition, I am returning to you the FCC consent documents, and extension agreements.

Very truly yours,

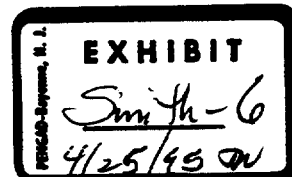


David A. Lokting

DAL:lf

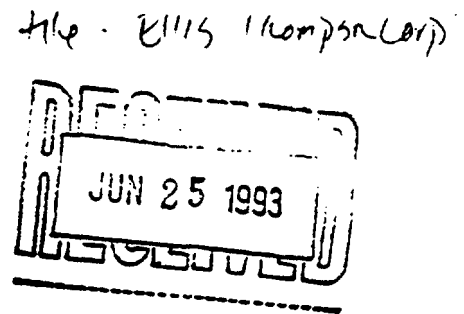
c: Jeff Smith  
Jeff Thompson

26484.1 6070 02



AM 146942

Comcast Cellular  
Communications, Inc.  
480 East Swedestord Road  
Wayne, PA 19087-1867  
215 975-5000



June 23, 1993

David Lokting, Esq.  
Stoll, Stoll, Berne & Lokting  
209 SW Oak Street, Suite 500  
Portland, OR 97204

Dear David:

The Wilmington management team has recommended a pricing change in the Atlantic City market. They are proposing to create a new corporate rate that would be competitive with BAMS and would protect them from low usage customer segments.

The proposed plan is presented in the second page of their request. The proposed plan would have a per phone access charge of \$19.95 and would include some peak and off-peak minutes (30/30). Given the competitive issue and the low usage protection, I feel the proposed plan is a necessary addition to the Atlantic City rate structure.

If you have any questions, feel free to call me or just initial your approval and send back to my attention.

Sincerely,

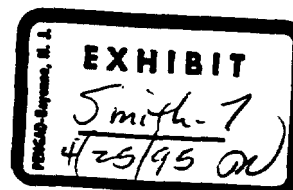
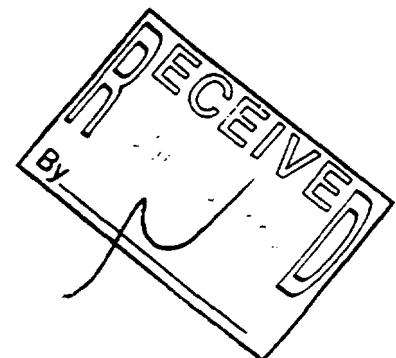
A handwritten signature in cursive script that reads 'David N. Watson'.

David N. Watson  
Vice President  
Marketing & Sales

DNW/rb

Enclosure

cc: Jeff Smith  
Anna Hillman

A handwritten signature in cursive script that reads 'Ellis Thompson, President'.  
Ellis Thompson Corp.

AM 146468

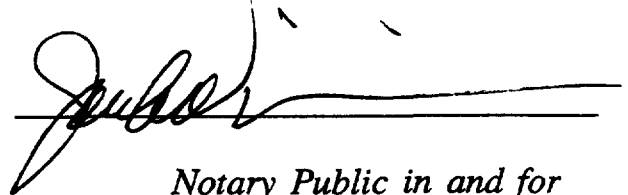


*CERTIFICATE OF REPORTER*

*UNITED STATES OF AMERICA ) ss.:*

*DISTRICT OF COLUMBIA )*

I, JAN A. WILLIAMS, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

A handwritten signature in dark ink, appearing to read "J. Williams", is written over a horizontal line.

*Notary Public in and for  
the District of Columbia*

*My commission expires: 03-31-97*

1           BEFORE THE FEDERAL COMMUNICATIONS COMMISSION

2                   WASHINGTON, D.C.   20554

3                   CC DOCKET NO. 94-136

4   - - - - - X

5   In Re: Application of       :

6   ELLIS THOMPSON               : File No.

7   CORPORATION                 : 14261-CL-P-134-A-86

8   - - - - - X

9                               Washington, D.C.

10                              Friday, May 12, 1995

11               Deposition of ELLIS THOMPSON, a witness  
12   herein, called for examination by counsel for  
13   Federal Communications Commission in the  
14   above-entitled matter, pursuant to agreement, the  
15   witness being duly sworn by MARY GRACE PRESTO, a  
16   Notary Public in and for the District of  
17   Columbia, taken at the offices of Fleischman &  
18   Walsh, 1400 16th Street, N.W., Washington, D.C.  
19   20036, at 9:15 a.m., Friday, May 12, 1995, and  
20   the proceedings being taken down by Stenotype by  
21   MARY GRACE PRESTO and transcribed under her  
22   direction.

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**ALDERSON REPORTING COMPANY, INC.**

(202)289-2260 (800) FOR DEPO  
1111 14th ST., N.W., 4th FLOOR / WASHINGTON, D.C., 20005

## 1 APPEARANCES:

2  
3 On behalf of The Wireless Telecommunications  
4 Bureau of the Federal Communications  
5 Commission:

6 TERRENCE E. REIDELER, ESQ.

7 JOSEPH PAUL WEBER, ESQ.

8 The Wireless Telecommunications Bureau  
9 Federal Communications Commission

10 1919 M Street, N.W., Room 644

11 Washington, D.C. 20554

12 (202) 418-1317  
13

14 On behalf of Ellis Thompson Corporation:

15 STEVE D. LARSON, ESQ.

16 Stoll, Stoll, Berne, Lokting &

17 Shlachter, P.C.

18 209 Southwest Oak Street

19 Portland, Oregon 97204

20 (503) 227-1600  
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1 APPEARANCES: (Continued)

2

3 On behalf of American Cellular Network  
4 Corp.:

5 LOUIS GURMAN, ESQ.

6 Gurman, Kurtis, Blask & Freedman

7 Suite 500

8 1400 16th Street, N.W.

9 Washington, D.C. 20036

10 (202) 328-8200

11 and

12 ALLAN S. HOFFMAN, ESQ.

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14 1400 16th Street, N.W.

15 Washington, D.C. 20036

16 (202) 265-3165

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18 On behalf of TDS:

19 ALAN N. SALPETER, ESQ.

20 Mayer, Brown & Platt

21 190 South La Salle Street

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1 APPEARANCES (Continued):

2

3 ALSO PRESENT:

4

5 JEFFREY E. SMITH, ESQ.

6 Vice President and General Counsel

7 Comcast Cellular Communications, Inc.

8 480 E. Swedesford Road

9 Wayne, PA 19087-1867

10 (610) 995-3933

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# C O N T E N T S

THE WITNESS                      EXAMINATION BY COUNSEL FOR  
ELLIS THOMPSON                      FEDERAL COMMUNICATIONS  
   COMMISSION

By Mr. Reideler                      6, 14, 27, 40, 46

By Mr. Weber                      13, 25, 36, 44

ELLIS THOMPSON CORPORATION

By Mr. Larson                      48

# E X H I B I T S

ELLIS THOMPSON EXHIBIT NO.              PAGE NO.

1                      10

2                      18

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## 1 PROCEEDINGS

2 Whereupon,

3 ELLIS THOMPSON,

4 was called as a witness by counsel for Federal  
5 Communications Commission, and having been duly  
6 sworn by the Notary Public, was examined and  
7 testified as follows:

8 EXAMINATION BY COUNSEL FOR

9 FEDERAL COMMUNICATIONS COMMISSION

10 BY MR. REIDELER:

11 Q. State your name for the record,  
12 please.

13 A. My name is Ellis Thompson.

14 Q. Mr. Thompson, my name is Terry  
15 Reideler. I represent the FCC's Wireless  
16 Telecommunications Bureau. Joe Weber, my  
17 colleague, and I will be asking you a few  
18 questions during this deposition.

19 A. Sure.

20 Q. Have you ever had your deposition taken  
21 before?

22 A. No, I haven't.

23 Q. Have you been advised what's expected  
24 of you at the deposition?

25 A. Yes, I have.

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1 Q. Did you do anything to prepare?

2 A. I looked at some documents and  
3 conferred with my attorney.

4 Q. And you were assisted by Messrs.  
5 Lokting, Larson and Feldstein, is that correct?

6 A. Mr. Larson and David Lokting.

7 Q. You realize that you are required to  
8 answer all the questions that I present?

9 A. Yes.

10 Q. And if you don't understand the  
11 question, would you please ask me to rephrase it  
12 and repeat it and I certainly will do that.

13 A. Yes.

14 Q. And also, your answers must be verbal  
15 because the stenographer can't take down nods of  
16 the head.

17 A. Yes, I understand.

18 Q. Thank you. Where are you currently  
19 residing, Mr. Thompson?

20 A. I myself am residing in Vancouver,  
21 Washington.

22 Q. And how long have you resided there?

23 A. Five years.

24 Q. And where did you reside before that?

25 A. In Portland, Oregon.

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1 Q. I see. So you've never had residence  
2 in Atlantic City, is that correct?

3 A. No, I haven't.

4 Q. It's my understanding that you are the  
5 present and sole shareholder of Ellis Thompson  
6 Corporation, is that correct?

7 A. That's true.

8 Q. And Ellis Thompson Corporation is the  
9 licensee of a cellular system in Atlantic City,  
10 is that correct?

11 A. That's right.

12 Q. And how long has the corporation held  
13 that license?

14 A. Since 1987, I believe.

15 Q. Now, did you have any prior experience  
16 in telecommunications in general or in cellular  
17 radio in particular before you acquired the  
18 license?

19 A. No, I haven't.

20 Q. Did you have any prior experience in  
21 running any sort of business before you got into  
22 the cellular business?

23 A. Years ago I did have a -- let's see,  
24 I've been the proprietor of two service stations  
25 and a garage at one time.

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